

2004 AGREEMENT FOR PSYCHIATRIC/MEDICAL SERVICES  
WITH THE WAUKESHA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

This Agreement is made for the calendar year 2004, by and between The WAUKESHA COUNTY DEPARTMENT FOR HEALTH AND HUMAN SERVICES, located at 500 Riverview Avenue, Waukesha, Wisconsin 53188, hereinafter referred to as the Purchaser, and, the Individual or Organization noted on the FUNDING DETAIL, hereinafter referred to as Provider.

WHEREAS, the Purchaser desires to obtain psychiatric/medical services to provide consultation with staff and with patients; and

WHEREAS, the Provider is willing to provide such psychiatric/medical services to the Purchaser according to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises set forth herein, the parties hereby agree as follows:

1. The term of this Agreement shall be from January 1, 2004 to December 31, 2004, regardless of the date of the signing of the Agreement, unless terminated earlier as provided in the Agreement.
2. The Provider is licensed to practice Medicine in the State of Wisconsin.
3. Provider agrees to submit an application for medical staff appointment to be approved by the Human Services Board to practice his/her specialty on behalf of the Purchaser.
4. Provider agrees to provide the amount of services as described on the attached FUNDING DETAIL or the total of all Individual Interagency agreements.
5. Provider agrees to provide services as described in the attached Program Description or Individual Interagency agreements.
6. The total amount paid to the Provider for this contract period shall not exceed either the total of the attached FUNDING DETAIL or the total of all Individual Interagency agreements. Provider shall submit a bill, on a form approved by the Purchaser, indicating both the number of hours worked and a description of the work performed. Such bill shall be submitted to the Purchaser after services have been rendered and no later than the 10th day of the month following the month during which the work was performed. Regardless of the number of hours worked during the term of this Agreement, total compensation to Provider shall not exceed the total contained on the attached FUNDING DETAIL or the total of all Individual Interagency agreements, unless approved of in writing by both parties prior to the termination of this Agreement. Payment shall be based upon actual expenses. Should the total dollar amount on either the FUNDING DETAIL or all Individual Interagency Agreements be greater than the costs of services actually delivered, the Purchaser shall not be liable

for payments in excess of actual cost of services delivered.

7. The parties agree and intend by this Agreement and for all purposes served by it, that the relationship of Provider to the Purchaser is that of an independent contractor. The parties do not intend, nor shall this Agreement in any way be interpreted, to establish that Provider is the agent, representative, servant or employee of Waukesha County, the Purchaser, or any officer, or agent thereof.
8. Provider agrees to indemnify, hold harmless and defend the Purchaser, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damage to persons or property, which either arise out of, in connection with, or occur during the course of this Agreement, where such liability is founded upon or grows out of the acts or omissions of Provider.
9. Provider agrees that in order to protect (himself) (herself) and the Purchaser under the indemnity agreement set forth in Paragraph number 8 above, (he) (she) will at all times during the term of this agreement keep in full force and effect an insurance policy with one or more reputable insurance companies duly qualified to do business in the State of Wisconsin and which coverage is satisfactory to the Purchaser. Such insurance shall be primary.
  - A. Such insurance coverage shall be known as professional liability insurance and shall include insurance against liability for malpractice, error, mistake and omission with a limit of liability of not less than \$400,000 each medical occurrence and \$1,000,000 annual aggregate.
  - B. If subject to the worker's compensation statute, Provider also agrees to maintain worker's compensation insurance covering statutory liabilities and employer's liability with a limit not less than \$100,000. If Provider operates as a sole proprietor and does not elect coverage under 102.075 of the Wisconsin Worker's Compensation Act, Provider will purchase, at his own cost and expense, health, disability and life insurance coverage to protect himself against injury or death sustained in the pursuit of his vocation, profession or business. Provider understands and agrees that the Purchaser shall not be liable to Provider for any injuries sustained as a result of services provided that are connected or related to this agreement. Provider agrees on behalf of himself and anyone entitled to act on his behalf, to waive and release Purchaser, its employees, officers, agents, and representatives and hold them harmless for any and all claims or liability for loss, injury or death that he may suffer in performance of this agreement.
  - C. Upon execution of this agreement, Provider shall furnish the Purchaser with a Certificate of Insurance evidencing the professional liability insurance and worker's compensation insurance, if any, and upon request shall furnish certified copies of the required insurance policy. The Purchaser shall be given thirty (30) days advance notice of cancellation or non-renewal of such coverage during the term of this Agreement.

- D. In the event any action, suit or other proceeding is brought against the Purchaser upon any matter here indemnified against, the Purchaser shall give notice to Provider and shall cooperate with Provider in defense of the action, suit or other proceeding.
- E. For claims made coverage, the retroactive date of coverage for policies in force during this agreement shall be no later than the inception date of the agreement. Coverage shall be extended beyond this agreement and the policy year either by a supplemental extended reporting period endorsement with no less coverage for at least two (2) years after this agreement has terminated or by providing a retroactive date no later than the inception date of this agreement for any policy issued within two (2) years after this agreement terminates.
10. Either party may terminate this Agreement, with or without good cause, prior to the expiration date, by serving the other party with written notice of such termination. Termination will occur sixty (60) days after receipt of the notice.
11. Revisions to this Agreement must be agreed upon jointly by the Purchaser and Provider. All revisions shall be set forth in writing and made a part of this Agreement. If one party wants to revise the Agreement and one party does not, the revising party may terminate the Agreement, pursuant to Paragraph 10 of this Agreement.
12. The Purchaser's representatives, or representatives of appropriate State or Federal agencies (i.e. The Centers for Medicare and Medicaid Services), shall have a right of access to client, employee, financial or other records of Provider as may be necessary to evaluate or confirm Provider's rates and charges for care and service, collections and cost estimates in compliance with the specifications of this agreement.
13. Provider certifies through signing this contract that (he) (she) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. Provider shall notify Purchaser within five business days if (he) (she) receives a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

#### 14. QUALIFIED SERVICE AGREEMENT

In order to insure the provision of services to the Purchaser's clients and allow for the Purchaser to monitor those services, considering that the disclosure of this information is governed by one or more State Administrative Codes, State Statutes, Federal Regulations and/or Federal Statutes, the Service Provider and the Purchaser each agree:

1. To be fully bound by the governing State Code or Statute and/or Federal Regulation or Statute in receiving, storing, and otherwise dealing with any information about a client who receives services.
2. To institute appropriate procedures for safeguarding such information, particularly client identifying information.
3. Absent a lawful court order, to refuse to provide any confidential information pertaining to clients unless authorized to do so by the governing State Code or Statute and/or Federal Regulation or Statute.
4. Recognize that any unauthorized disclosure of client information may result in either civil and/or criminal proceedings.

15. DISCRIMINATION:

Affirmative Action/Civil Rights Compliance

- A. IF YOU ARE A PROVIDER WITH MORE THAN 25 EMPLOYEES AND MORE THAN \$25,000 IN CONTRACTED SERVICES IN A BUDGET YEAR, you attest to having in place a current Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) of 1990. If a plan has been approved by the State of Wisconsin DHFS or DWD the letter of approval may be substituted for the actual plan. The plan may cover a 3 year period. A copy of the plan may be found at [http://www.dwd.state.wi.us/dws/civil\\_rights/plans.htm](http://www.dwd.state.wi.us/dws/civil_rights/plans.htm).
- B. IF YOU ARE A PROVIDER THAT DOES NOT MEET THE ABOVE REQUIREMENTS, you will provide a current Letter of Assurance. A copy can be mailed to you upon request.
- C. The Provider agrees to the following provisions:
  1. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities.
  2. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section 504 and the Americans with Disabilities Act (ADA)), physical condition,

developmental disability (as defined in s.51.05(5)), arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

3. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Purchaser's standards and made available in languages and formats understandable to applicants, clients and employees.
  4. The Provider agrees that through its normal selection of staff, it will employ staff with special language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking clients; train staff in human relations techniques and sensitivity to cultural patterns; and making the programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms.
- D. The Purchaser will take constructive steps to ensure compliance by the Purchaser with the provisions of this subsection.

#### 16. HIPAA COMPLIANCE

- a. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- b. In addition, certain functions included in this agreement may be covered within HIPAA rules. As such the Purchaser must comply with all provisions of the law and determine whether Provider is a "Business Associate" within the context of the law. If Provider is determined to be a Business Associate, they will be required to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement. The Business Associate Agreements will be mailed in a separate mailing to Providers who have been determined to meet the definition of "Business Associate" within the context of the law.

In witness whereof, the parties have hereunto set their hands and seals as of the date first written above.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PROVIDER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Peter Schuler, Director  
Waukesha County Human Services Department

\*\*\*\*\* FOR CIVIL RIGHT COMPLIANCE PURPOSES: \*\*\*\*\*

PLEASE CHECK THE APPROPRIATE BOX:

I have less than \_\_\_\_\_ more than \_\_\_\_\_ 25 full time equivalent staff.